

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES			
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2. AMENDMENT/MODIFICATION NO 0001		3. EFFECTIVE DATE 10-21-2009		4. REQUISITION/PURCHASE REQ NO. AC-10-00485		5. PROJECT NO (If applicable)		
6. ISSUED BY CODE				7. ADMINISTERED BY (If other than Item 6) CODE				
FAA, MIKE MONRONEY AERONAUTICAL CENTER Aviation, Medical, & Training Team (AMQ-310) P O BOX 25082 OKLAHOMA CITY OK 73125								
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (ALL OFFERORS)				(X) 9A. AMENDMENT OF SOLICITATION NO DTFAAC-10-Q-00003				
				9B. DATED (SEE ITEM 11) 10-7-2009				
				10A. MODIFICATION OF CONTRACT/ORDER				
				10B. DATED (SEE ITEM 13)				
CODE		FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

(X) The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [XX] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor [] is not, [] is required to sign this document and return [] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

FIRST: The attached list of Questions and Answers are hereby provided for review by potential offerors.

SECOND: The second page of AC-4415-8 (04/07) was inadvertently left out of the original RFQ; therefore, both pages are hereby provided and attached.

THIRD: The closing date of this RFQ is hereby extended to 10-23-09.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		BY: (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

Question 1: Is black case color acceptable?

Answer 1: Yes.

Question 2: What is the length of the longest add-in card?

Answer 2: The case shall accommodate add-in cards up to 10" in length.

Question 3: What is the "top to bottom" height of the highest add-in card?

Answer 3: The case shall be able to accommodate a typical standard add-in full height card. Full height add-in cards have a standard "spine" that mounts the card in the chassis.

Question 4: The delivery schedule identified in the solicitation 10/31/2009 to 04/30/2010. Do you need all products delivered at the same time, all of each line item invoiced at one time or, could there be several deliveries, each of which are invoiced and paid over the course of the performance period? If so, is there a minimum quantity per delivery?

Answer 4: Potential offerors have the option to propose to deliver and invoice for all of the units at one time as well as the option to propose to deliver and invoice on a monthly basis. If the option to deliver and invoice on a monthly basis is chosen, the quantity per delivery should be evenly spread out over the period of performance.

Question 5: We would like to use an aluminum, ball bearing Heatsink and Fan instead of the 1U Copper version specified. Is this acceptable?

Answer 5: No, please comply with the requirements listed in the solicitation.

Question 6: According to this Solicitation Number: DTFAAC-10-Q-00485, 99--IDS4 System Computers, I couldn't find the warranty and service you request. Could you provide more information.

Answer 6: The minimum vendor warranty requirement for this acquisition is 90 days.

Question 7: ATX Mini-tower: the solicitation refers to dimensions of "15" tall, 9" wide, 16 7/8" deep (approximate dimensions)". I've currently been unable to find cases of those dimensions. a) Is there a specific model / brand that I could be referred to? and/or b) What is the variance on "approximate"?

Answer 7: There is no specific brand/model. Height of tower 14" to 18", depth of tower 15.75" to 19", width of case 6.5" to 9".

Question 8: Regarding the Processor, what does Q1'02 refer to? (It appears to be a designation of time and not part of a model number) Is an alternate with less performance acceptable or would it need to meet or exceed listed performance?

Answer 8: The performance of the CPU is not critical. The requirement states any CPU compatible with the MB820R.

Question 9: If MB820-R motherboards are not available, are there acceptable alternatives?

Answer 9: No, it is essential that the Government be supplied with the MB820R motherboard.

Question 10: Do you need those 700 units be assembled and tested, or you just need those parts individually boxed?

Answer 10: The requirement is for the units to be assembled and tested as well as individually boxed in accordance with Clause 61 of the AC Form 4415-8.

Question 11: The MB820R is an industrial board with CPU 478 pin socket, memory DDR1, ISA expansion. The specifications parts are almost phased out. Would it be possible to substitute a different MB as the regular SKU MB could use the current CPU socket 775, Memory DDR2... etc.

Answer 11: No, it is essential that the Government be supplied with the MB820R motherboard.

Question 12: Regarding the ATX Mini-tower Case with 300Watt ATX UL power supply 80+, 15" tall, 9" wide....."What does the "80+" refer to?

Answer 12: It refers to the power supply power quality/efficiency & that it is greater than 80%. 80 PLUS is an initiative to promote more electrical energy efficient computer power supply units (PSU). It certifies products that have more than 80% energy efficiency at 20%, 50% and 100% of rated load, and a power factor of 0.9 or greater at 100% load. The efficiency of a computer power supply is the amount of energy it supplies, divided by how much energy is input. The remaining energy is converted into heat. For instance, a power supply operating at 60% efficiency, supplying 300 watts to a computer would draw 500 watts, and give off 200 watts of heat. An 80% efficient supply would draw 375 watts to produce the same 300 watts, giving off 75 watts of heat.

PURCHASE ORDER TERMS AND CONDITIONS
(NOTE: Date of clause is that in effect on date of purchase order)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE AND ARE SELF-DELETING IF NOT APPLICABLE:

- 3.1.7-2 Organizational Conflicts of Interest
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 3.2.28-1 New Material
- 3.2.2.8-3 Delivery of Excess Quantities
- 3.2.5-1 Officials Not to Benefit
- 3.2.5-3 Gratuities or Gifts
- 3.2.5-4 Contingent Fees
- 3.2.5-5 Anti-Kickback Procedures
- 3.2.5-8 Whistleblower Protection for Contract Employees
- 3.3.1-1 Payments
- 3.3.1-6 Discounts for Prompt Payment
- 3.3.1-9 Interest
- 3.3.1-17 Prompt Payment
- 3.3.1-33 Central Contractor Registration
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration
- 3.4.2-6 Taxes—Contracts Performed in US Possessions or Puerto Rico
- 3.4.2-7 Federal, State, and Local Taxes—Fixed Price Noncompetitive Contract
- 3.2.4-8 Federal, State, and Local Taxes Fixed Price Contract
- 3.6.2-2 Convict Labor
- 3.6.2-9 Equal Opportunity
- 3.6.3-15 Material Requirements
- 3.6.3-16 Drug Free Workplace
- 3.6.4-1 Wavier of Buy American Act for Civil Aircraft and Related Articles
- 3.6.4-2 Buy American Act—Supplies
- 3.6.4-10 Restrictions on Certain Foreign Purchases
- 3.6.4-12 European Union Sanction for End Products (applicable under \$190K)
- 3.7-1 Privacy Act Notification
- 3.7-2 Privacy Act
- 3.9.1-1 Contract Disputes
- 3.9.1-2 Protest After Award
- 3.9.1-3 Protest (this is for SIRs only)
- 3.10.1-7 Bankruptcy
- 3.10.1-11 Government Delay of Work
- 3.10.1-12 Changes—Fixed Price
Changes—Fixed Price Alt I
Changes—Fixed price Alt II
- 3.10.1-25 Novation and Change-Of-Name Agreements
- 3.10.4-1 Contractor Inspection Requirements
- 3.10.4-2 Inspection of Supplies—Fixed Price
- 3.10.4-4 Inspection of Services—both Fixed Price & Cost Reimbursement
- 3.10.4-16 Responsibility for Supplies
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)
- 3.10.6-4 Default (Fixed Price Supply and Service)
- 3.13-5 Seat Belt Use by Contractor Employees

THE FOLLOWING CLAUSES AND/OR PROVISIONS ARE APPLICABLE ONLY WHEN REFERENCED BY NUMBER ON THE PURCHASE ORDER

- 1. 3.10.9-4 First Article Approval—Contractor Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
- 2. 3.10.9-2 First Article Approval—Government Testing (Number of units to be delivered, delivery time, and delivery address are specified in Schedule)
- 3. 3.2.2.8-2 Variation in Quantity (Permissible variation is stated in the Schedule)
- 4. 3.2.5-7 Disclosure regarding Payments to Influence Certain Federal Transactions (This applies if over \$100K)
- 5. 3.6.2-1 Contract Work Hours and Safety Standards Act—Overtime Compensation (Not if commercial or under \$100K)
- 6. 3.6.2-4 Walsh-Healey Public Contracts Act

- 7. 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 8. 3.6.2-13 Affirmative Action for Handicapped Workers
- 9. 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era
- 10. 3.3.1-8 Extras
- 11. 3.6.2-28 Service Contract Act of 1965, as Amended
- 12. 3.6.2-29 Statement of Equivalent Rates for Federal Hires (Employee Class & Monetary Wage-Fringe Benefits Specified in Schedule)
- 13. 3.6.2-31 Fair Labor Standards Act and Service Contract Act—Price Adjustment
- 14. 3.6.2-33 Exemption from Application of Service Contract Act Provisions
- 15. 3.6.3-2 Clean Air and Clean Water (applies if over \$100K)
- 16. 3.6.3-3 Hazardous Material Identification and Material Safety Data
- 17. 3.6.3-4 Recovered Material Certification
- 18. 3.8.2-9 Site Visit
- 19. 3.8.2-10 Protection of Government Buildings, Equipment and Vegetation
- 20-30. **Reserved**
- 31. 3.3.1-24 Fast Payment Procedures
- 32. **ADVANCE PAYMENTS:** The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the items specified in the Schedule, and (b) either that orders have been placed in effect for the addresses required, or that the orders will be placed in effect upon receipt of payment.
- 33. **NOTICE TO SUPPLIER:** This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.
- 34-36 **RESERVED**
- 37. 3.11-34 F.O.B. Destination
- 38. **RESERVED**
- 39. **TRANSPORTATION COST – GOVERNMENT:** Prepay shipping charges and bill as a separate item on invoice. If shipping charges exceed \$100, a prepaid freight receipt must accompany the invoice. The Commercial bill of lading must be marked 'THESE TRANSPORTATION CHARGES ARE TO BE PAID AS A SEPARATE AND DIRECT ITEM BY THE U.S. GOVERNMENT. THEREFORE, ANY SPECIAL U.S. GOVERNMENT TRANSPORTATION RATES MUST BE APPLIED.
- 40-41. **RESERVED**
- 42. **CUSTOMS DUTIES AND CLEARANCE:** All import shipments will be shipped in bond to Oklahoma City, Oklahoma. Clearance will be made of customs duties paid by the Government. For F.O.B. Destination shipments, these costs will be deducted from the contractor's invoice or billed to the contractor. This in no way relieves the contractor of responsibility for transportation charges or damage in shipment on F.O.B. Destination orders.
- 43. **NO SUBSTITUTE OR CHANGE:** No substitution or changes shall be made without prior approval of the Contracting Officer.
- 44. **RESERVED.**
- 45. **PACKING SLIP—Form 4650-12:** these are warranty repair items and are being shipped under separate cover with FAA Form 4650-12 as packing slip.
- 46-48. **RESERVED.**
- 49. **OVERHAUL OF AIRCRAFT APPLIANCES AND COMPONENTS:** AC Form 4450-26 is attached and made a part hereof.
- 50-51. **RESERVED.**
- 52. **ACQUISITION OF AIRCRAFT APPLIANCES AND COMPOENTS:** AC Form 4450-29 is attached and made a part hereof.
- 53-60. **RESERVED.**

61. **PRESERVATION/PACKAGING, PACKING, AND MARKING:**

a. All items unless otherwise specified shall be individually packaged to American Society for Testing and Materials (ASTM) D 3951 (packaging). "Standard Practices for Commercial Packaging are encouraged (unless it is shown that commercial packaging practices cannot provide adequate protection and preservation). MIL-STD-2073-1 is applied only when commercial packaging cannot meet known distribution and environmental requirements. Details and decision logic for the use of this standard are described in 1.1, 1.2, figure 1, and 6.10.

b. Electrostatic or electromagnetic sensitive items shall be initially wrapped in Electrostatic Sensitive Discharge (ESD) shielding material conforming to MIL-STD-2073-1, Code GX, Preserve by Method 41.

c. ESD intermediate and exterior containers shall be marked with the yellow and black ESD label IAW MIL-STD-129, "Marking for Shipment and Storage."

d. Common hardware items shall be packaged in multiple unit pack quantities compatible with the unit of issue (UI) or Quantity per Unit Pack (QUP). **BULK QUANTITIES ARE NOT ACCEPTABLE.**

e. Assemblies, modules and equipment shall be marked with a serial number to serve as a unique identifier.

f. Labels should include:

NATIONAL STOCK NUMBER

MANUFACTURER'S NAME

NOUN

PART NUMBER

QUANTITY AND UNIT OF ISSUE

LEVEL OF PROTECTION AND DATE PACKED

PO NUMBER/CONTRACT NUMBER

SERIAL NUMBER (if applicable)

g. Items received noncompliant with preservation and packaging (especially ESD protection) are subject to be returned at no cost to the Government. In the event of an urgent need, the FAA may exercise the following action: The noncompliant packaged items will be retained and repackaged to specification at the FAA location. The FAA shall deduct packaging charges from the Purchase Order (PO). Noncompliant ESD packages WILL be returned.

h. The following paragraph concerns only FAA items that are shipped to a contractor for repair:

The FAA will endeavor to ship all items in reusable containers. All items shall be returned to the FAA in the same or equal containers (see a. above). In those instances where material is shipped in specialized containers (e.g., plastic/fiberglass shipping cases, metal crates, etc.), that material will be returned in the original container.

FAA CONTACT FOR QUESTIONS REGARDING PACKAGING:

Ronnie DeLoach (405) 954-5432, or
Wallace Hampton (405) 954-1615, AML-1010

Copies of the ASTMs can be attained from:

ASTM

100 Barr Harbor Dr.

West Conshohocken, PA 19428

(610) 832-9500

Copies of Mil STD 129 can be attained from:

DODSSP

Customer Service

Standardization Documents Order Desk

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